

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: August 17, 2005

Division: BOCC

Bulk Item: Yes ☐ No ☒

Department: BOCC

Staff Contact Person: Mayor Dixie Spehar

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**AGENDA ITEM WORDING:**

Discussion and approval of an interlocal agreement (ILA) between the Board of County Commissioners and the Florida Keys Aqueduct Authority to establish a process for provision of wastewater services to County residents.

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**ITEM BACKGROUND:**

The County and FKAA have previously entered into ILA's for the provision of wastewater services. This ILA establishes procedures between the County and the FKAA for the coordination of wastewater projects, request for proposals, contracts, and alternative funding mechanisms.

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**PREVIOUS RELEVANT BOCC ACTION:**

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**CONTRACT/AGREEMENT CHANGES:**

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**STAFF RECOMMENDATIONS:**

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**TOTAL COST:** NA

**BUDGETED:** Yes ☐ No ☐

**COST TO COUNTY:** NA

**SOURCE OF FUNDS:** \_\_\_\_\_

**REVENUE PRODUCING:** Yes ☐ No ☐ **AMOUNT PER MONTH** \_\_\_\_\_ **Year** \_\_\_\_\_

**APPROVED BY:** County Atty ☐ OMB/Purchasing ☐ Risk Management ☐

**DIVISION DIRECTOR APPROVAL:** Mayor Dixie Spehar  
(TYPE NAME HERE)

**DOCUMENTATION:** Included ☒ Not Required ☐

**DISPOSITION:** \_\_\_\_\_ **AGENDA ITEM #** \_\_\_\_\_

Revised 2/05



## **INTERLOCAL AGREEMENT FKAA**

**THIS INTERLOCAL AGREEMENT** is entered into pursuant to Sec. 163.01, F.S., by and between Monroe County, a political subdivision of the State of Florida, (County), and the Florida Keys Aqueduct Authority, Inc., an independent special district, (FKAA).

**WHEREAS**, the County is authorized by Sec. 125.01(1), FS, to provide, assist in providing and fund centralized wastewater treatment systems;

**WHEREAS**, Chap. 99-395, Sec. 6, Laws of Florida, and the County's Comprehensive Plan require that certain wastewater treatment levels be achieved by 2010, levels which can best be achieved by central wastewater treatment systems;

**WHEREAS**, the FKAA is authorized by Chap. 76-441, Laws of Florida, as amended, to design, construct, and operate, wastewater treatment systems;

**WHEREAS**, the FKAA and the County have entered into previous interlocal agreements establishing and confirming their ongoing relationship in providing wastewater facilities in the Florida Keys; and

**WHEREAS**, the County, by adopted resolutions, have provided funding to the FKAA for wastewater projects and shall provide additional funds to the FKAA for the administration, planning and construction of future wastewater projects in unincorporated Monroe County; and

**WHEREAS**, the County and the FKAA desire to put in place procedures to define the respective roles of the County and the FKAA in the planning, construction and operation of future wastewater projects in unincorporated Monroe County; and

**WHEREAS**, by forming a working relationship through an interlocal agreement, the County and the FKAA, can effectively and efficiently pool their resources and expertise in wastewater systems, thereby better serving the citizens of Monroe County; and

**WHEREAS**, the County and the FKAA intend to continue their cooperation with Governor Bush, the State Cabinet, the Department of Environmental Protection and the Department of Community Affairs to implement wastewater systems in unincorporated Monroe County by 2010;

**IN CONSIDERATION** of the mutual consideration and premises set forth below, the parties agree as follows:

1. The County Administrator of the County of Monroe and the Executive Director of the FKAA shall, on behalf of their respective boards, coordinate the establishment of wastewater systems in unincorporated Monroe County.
2. The County and FKAA, through the County Administrator and the FKAA Executive Director and their staffs, shall work together to:
  - a. Develop an implementation schedule, consistent with State and Federal law, and in conformity with the Monroe County Sanitary Wastewater Plan, for the construction of wastewater systems in unincorporated Monroe County.
  - b. Develop a financial plan to fund, in a fair and equitable manner, wastewater systems for unincorporated Monroe County.



- c. Develop requests for proposals (RFP) for the procurement of wastewater systems in unincorporated Monroe County, consistent with the procurement policies of the County and the FKAA.
  - d. Develop and staff a RFP Review Committee to review, rank and recommend to the Monroe County Board of Commissioners and the FKAA Board of Directors the overall highest ranked firm pursuant to the RFP. This committee shall meet in accordance with Sec. 286.011, F.S.
  - e. Conduct negotiations, if appropriate under the terms of the RFP, with the firm selected by the County and the FKAA to reach a fair and affordable cost for a wastewater system.
  - f. Provide ongoing coordination between the County and FKAA in the construction, operation, and maintenance of wastewater projects.
  - g. Provide such other assistance as requested by the County and the FKAA.
3. The County Administrator and the FKAA Executive Director shall meet as necessary to complete the tasks set forth in this agreement. The County Administrator and the FKAA Executive Director and their staffs shall only serve in their customary capacity of fact-finding, professional advice to, and other efforts to carry out the policies of, their respective boards.
  4. The Parties agree that all communications and dissemination of information regarding wastewater projects shall be through the Offices of the County Administrator and the FKAA Executive Director.
  5. The County and the FKAA agree that no Request For Proposals (RFPs) will be published for wastewater projects in unincorporated Monroe County without the joint approval of the Monroe County Commission and the FKAA Board of Directors.
  6. The County and the FKAA agree that no contracts pursuant to the procurement of any new wastewater system in unincorporated Monroe County will be signed without the joint approval of the Monroe County Commission and the FKAA Board of Directors.
  7. The County and the FKAA agree to work together to establish fair and equitable user fees to fund the operation and maintenance of wastewater systems.
  8. The County and the FKAA agree that many issues will need to be resolved to achieve wastewater treatment within unincorporated Monroe County and agree that each board directs its CEO, the County Administrator and FKAA Executive Director, respectively, to work towards such cohesiveness, and compromise if necessary, to bring solutions to those issues and make recommendations to their respective boards. The County and the FKAA agree to work together to seek and obtain Federal and State grants to assist in the funding of wastewater projects.
  9. The County and the FKAA agree that ownership of wastewater infrastructure is an issue that will need further resolution. Both parties acknowledge that many factors may affect ownership including the requirements of certain financing vehicles. The County Administrator and the FKAA Executive Director will weigh ownership alternatives and make recommendations to their respective boards as to the sole or joint ownership of future wastewater projects.
  10. The parties agree that this written document represents their initial mutual agreement and replaces any prior agreement, resolutions, or understandings in effect on the date immediately preceding the effective date of this agreement, or communications on the subject matter of the agreement, whether written or oral. The parties agree that this ILA may be amended, in writing and duly executed by both parties, with the consent of both parties.



11. This agreement will take effect on the date a copy executed by both parties is filed with the Clerk of the Courts of Monroe County, Florida.
12. This agreement may be terminated by formal action by one or both parties after 90 days notification to the other party of such planned action. Formal action shall be defined as a majority vote by one or both of the respective boards to terminate the agreement. The responsibility for any joint projects that should exist at the time of termination shall be negotiated among the parties and established by both the BOCC and FKAA in an agreement in writing setting forth the conditions thereof.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**BOARD OF COUNTY  
COMMISSIONERS OF MONROE  
COUNTY, FLORIDA**

(SEAL)

**ATTEST:**  
Danny L. Kolhage, Clerk

By: \_\_\_\_\_  
Mayor / Chairperson

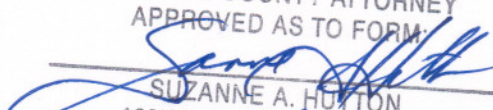
By: \_\_\_\_\_  
Deputy Clerk

**THE FLORIDA KEYS AQUEDUCT  
AUTHORITY**

(SEAL)

**ATTEST:**  
\_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Chairman

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 8/12/05